


AGREEMENT

KNOWN ALL MEN, by these presents, that this constitutes agreement between Nathan Keays and Kelly Keays, presently husband and wife, who are contemplating a divorce. This Agreement may be specifically enforced if necessary.

1. Nathan Keays and Kelly are husband and wife, and Kelly Keays has filed for divorce, in a matter now pending in the Superior Court for the State of Alaska Third Judicial District styled: *Keays v. Keays*, Case No. 3AN-21-07513CI ("State Divorce Matter"), wherein Kelly Keays is represented by Roberta Erwin.
2. Nathan Keays and Kelly Keays are named as Defendants in a civil action pending in the U.S. District Court for the District of Alaska now styled: *CPAI v. Wright, et. al.*, Case No. 3:19-cv-00311-SLG ("Federal Civil Matter").
3. ConocoPhillips Alaska, Inc., is the Plaintiff in that matter and referred to herein as "ConocoPhillips".
4. Nathan Keays is represented in the Federal Civil Matter by Phillip Paul Weidner & Associates, A Professional Corporation.
5. Nathan Keays is a Defendant in a Federal Criminal Matter in the U.S. District Court for the District of Alaska styled: *U.S. v. Nathan Keays*, Case No. 3:20-cr-00085-TMB-DMS ("Federal Criminal Matter").
6. Kelly Keays was named as a Defendant in the Federal Civil Matter and was and/or is represented by Jeff Robinson.


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7. In the Federal Civil Matter, a settlement was negotiated with the ConocoPhillips Plaintiff by Mr. Robinson on behalf of Mrs. Keays with Timothy Lamb as attorney for ConocoPhillips calling for the payment of certain monies by Mrs. Keays, to ConocoPhillips and a dismissal without prejudice of Mrs. Keays.
8. In the Federal Civil Matter, a settlement was negotiated by Mr. Weidner on behalf of Mr. Keyes as a Defendant with ConocoPhillips Plaintiff through its attorney Timothy Lamb calling for the payment of certain monies by Mr. Keays to ConocoPhillips and a dismissal without prejudice of Mr. Keays.
9. Phillip Paul Weidner filed on behalf of Nathan Keays, as a Defendant in the Federal Civil Matter at docket 104 on September 24, 2021, and as a Defendant in the Federal Criminal Matter at docket 78 on September 24, 2021, certain Notices to the Court regarding performance of the settlement(s) as to Mr. Keays, which contemplated distribution from Mr. Weidner's trust account of certain sums from the proceeds of the liquidation of Mr. Keays' retirement account which was his retirement account as to the Anchorage Police Department retirement account, namely his 401(k) Account (See, Exhibit A, at page 10-13, and Exhibit B, at page 1-3 herewith).
10. Roberta Erwin on behalf of Mrs. Keays filed an Objection in the Federal Civil Matter at docket 113 on October 6, 2021 (Exhibit C, page 1-4).


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11. It is still the desire of Mr. Keays to perform under said settlement and make the distributions to, and from, and by, his attorney Mr. Weidner, as set out in the Notices.
12. Given the pleadings of record, it is appropriate that as to the settlement between ConocoPhillips and Mr. Keays in the Federal Civil Matter, and the referenced distribution of proceeds, that formal Motions be filed with the U.S. District Court in the Federal Civil Matter and the Federal Criminal Matter, as opposed to Notices. See, Exhibit A, page 1-9 as to Mr. Weidner's response to the Court's Order at docket 84 in Case No. 3:20-cr-00085-TMB-DMS regarding Motions verses Notices.
13. With due regard for the pending State Divorce Matter and the fact that certain monies as to Mrs. Keays' settlement were marital assets, and certain monies to be used as to Mr. Keays are marital assets, the parties have agreed as follows, i.e., that Mrs. Keays through appropriate counsel, including Roberta Erwin and/or Mr. Robinson, if necessary, will withdraw Mrs. Keays' Objection (Exhibit C, page 1-4), to the consummation of the settlement by Mr. Keays with ConocoPhillips and distribution of the proceeds, as set out in the Notices (Exhibit A, at page 10-13, and Exhibit B, at page 1-3), and will non-oppose Motion(s) in the Federal Civil Matter and/or Federal Criminal Matter if necessary, for said consummation and distribution of proceeds to go forward.


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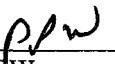

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14. Concurrently with this agreement, it is agreed and it may be specifically enforced, that as to the distribution or division of marital assets in the State Divorce Matter, if the divorce proceedings actually go forward, and a divorce, is either agreed to or awarded, that given the use of the marital assets, as reflected by Mr. Keays performing regarding his settlement with ConocoPhillips, that Mrs. Keays will retain the family home, and the equity in same, her own retirement account, and the net proceeds of Mr. Keays' other Anchorage Police Department 457 Account (*See*, Exhibit D).
15. As reflected by Exhibit D herewith, it appears that 457 Account has a present value of approximately \$112,208.76 which will net, after buyout penalties and/or charges and taxes approximate \$90,857. These sums are approximations only. If possible, Mrs. Keays will transfer the 457 Account to her name with appropriate value as a Quadro Transfer.
16. It is further agreed that in the State Divorce Matter, any other issues as to division of marital assets, will be the subject of further negotiations if necessary, and/or adjudication, as well as the issues relating to attorney's fees, child custody, visitation, legal physical custody, and child support, and other divorce and custody issues.
17. Although Mr. Weidner is the attorney for Mr. Keays in the Federal Civil Matter and the attorney for Mr. Keays in the Federal Criminal Matter, he is not representing Mr. Keays with regard to the State Divorce Matter and Mr. Keays will either be proceeding therein pro se, or through other counsel;


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however, this agreement will bind Mr. Keays in the State Divorce Matter and/or any counsel in the State Divorce Matter for Mr. Keays.

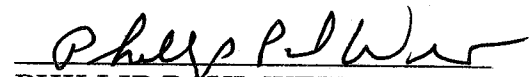
18. This Agreement may be filed as an Exhibit in either or both of the Federal U.S. District Court Matters (Federal Civil Matter and Federal Criminal Matter), and will serve as a withdrawal by Mrs. Keays through Counsel, to any objection to the settlement between ConocoPhillips and Mr. Keays being consummated, with the distribution of the proceeds as set out in the Notices, and will likewise serve as a non-opposition to appropriate Motions being filed in the U.S. District Court, in the Federal Civil Matter and Federal Criminal Matter, to accomplish said consummation of the settlement between Mr. Keays and ConocoPhillips and distributions.

19. By entering into the settlement, with ConocoPhillips and performing, and entering this Agreement, Mr. Keays makes no admissions or concessions as to actual civil culpability, or liability in the U.S. District Court Civil Matter, nor as to any criminal culpability in the U.S. District Court Criminal Matter and preserves all of his rights and privileges to the extent possible.

Dated: 11/19/21

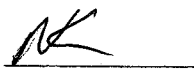

NATHAN KEAYS

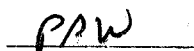
Dated: 11/4/2021


PHILLIP PAUL WEIDNER
Attorney for Nathan Keays

Dated: 11/18/2021


KELLY KEAYS


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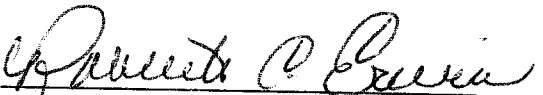

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Dated: 11/18/21


ROBERTA ERWIN
Attorney for Kelly Keays


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Phillip Paul Weidner
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phillipweidner@weidnerjustice.com
Attorneys for Defendant

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

CONOCOPHILLILPS ALASKA, INC.,)	
)	
Plaintiff,)	
v.)	
)	
FORREST WRIGHT; AMANDA WRIGHT;)	
NATHAN KEAYS; KELLY KEAYS; ECO EDGE)	
ARMORING, LLC; DAVID BENEFIELD;)	
WRIGHT CAPTIAL INVESTMENTS, LLC; and)	
DB OILFIELD SUPPORT SERVICES,)	Case No. 3:19-CV-00311-SLG
)	
Defendant.)	
)	

NOTICE BY NATHAN KEAYS AND ECO EDGE ARMORING, LLC

COMES NOW Phillip Paul Weidner of Phillip Paul Weidner & Associates, APC, on behalf of Defendants Nathan Keays and Eco Edge Armoring, LLC, and hereby gives notice of the filing in the criminal case styled *United States v. Nathan Keays*, Case No. 3:20-cr-00085-TMB, the Response to Court Order and to Government's Opposition as to Notice(s) by Counsel re: Intention to Negotiate Check and Distribute Proceeds.

RESPECTFULLY SUBMITTED this 4th day of October, 2021.

WEIDNER & ASSOCIATES
Attorneys for Defendant

/s/ Phillip Paul Weidner
Phillip Paul Weidner, ABA No. 7305032

CERTIFICATE OF SERVICE

I hereby certify that on October 4, 2021, a copy of the foregoing was served electronically on the parties entered in this matter.

s/ Phillip Paul Weidner

Notice

ConocoPhillips Alaska, Inc. v. Wright, et al., Case No. 3:19-cv-00311-SLG

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Exhibit A

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Exhibit I

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Phillip Paul Weidner
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Attorneys for Keays Defendant

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	Case No. 3:20-cr-00085-TMB-DMS
)	
v.)	
)	
NATHAN MICHAEL KEAYS,)	
)	
Defendant.)	
)	

**RESPONSE TO COURT ORDER AND TO GOVERNMENT'S OPPOSITION AS
TO NOTICE(S) BY COUNSEL RE: INTENTION TO NEGOTIATE CHECK AND
DISTRIBUTE PROCEEDS**

Comes Now Phillip Paul Weidner, counsel for defendant herein, and defendant Nathan Keays, and hereby respectfully responds to this Court's order at Docket 83 and the Government's Opposition at Docket 82, regarding the Notice filed by Phillip Paul Weidner at Docket 78 in this case, with a similar notice filed by counsel in the civil matter styled *CPAI v. Wright, et al.*, Case No. 3:19-cv-00311-SLG. See, **Exhibit A**; Docket 104.

In so doing, the defendant Nathan Keays continues to plead not guilty and denies any criminal culpability as to the allegations in the Indictment and continues to assert and preserve and protect all of his rights under the U.S. and Alaska Constitutions and applicable rules regarding evidentiary exclusions.

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This response is filed by Phillip Paul Weidner, counsel for Mr. Keays, to effectively communicate with the Court herein, as well as to communicate with the U.S. Attorney's Office and further, to effectively communicate with the Court in the civil matter styled, *CPAI v. Wright, et al.*, Case No. 3:19-cv-00311-SLG, and further Mr. Lamb, counsel for the Conoco Plaintiffs in the civil matter.

Given the Court's order at Docket 83, and the Government's response at Docket 82, counsel will be filing an appropriate motion in the criminal matter and a similar motion in the civil matter addressing the issues that have been raised.

This pleading is a preliminary response to said Court Order and the Government's Opposition.

Given the Court Order and the response by the government, it is the intention of Mr. Weidner to not negotiate the check into his trust account or to make such distributions until the issues addressed herein are appropriately resolved by either agreement or court order.

In this case, Mr. Keys has pled not guilty and has asserted his innocence and thus has put the government to its burden of production and proof, and no limited or general admissions or concessions of criminal culpability have been made, or are made, nor any limited of general waiver of any of his applicable rights or evidentiary privileges or exclusions.

In the civil matter, Mr. Keays, through counsel Mr. Weidner, has filed an Answer to the Complaint with certain denials, and he is defending himself through counsel in that action. In the civil matter a similar position exists as to Mr. Keays's codefendant Eco Edge Armoring, LLC.

Neither the criminal matter nor the civil matter have been tried.

The Honorable Judge Burgess is the presiding judge in this criminal matter and the Honorable Judge Gleason is the presiding judge in the civil matter.

In the criminal matter Mr. Keays, through counsel, has been participating in pre-trial proceedings and preparing for trial, and has been concurrently engaging in protected and privileged Rule 11 discussions with the Government.

In the civil matter, both Mr. Keays and Eco Edge Armoring, LLC have likewise been participating in pre-trial proceedings and preparing for trial but have also been engaged in protected and privileged settlement discussions with the Conoco Plaintiffs, that is appropriate communications with Mr. Timothy Lamb, counsel for the Conoco plaintiffs.

The Conoco Plaintiffs in the civil matter, are the alleged victims in this criminal matter.

Mr. Keays maintains his innocence and preserves and protects and assert his rights, but is now aware of the allegations and evidence to the effect that certain materials that Mr. Keays thought were provided to Conoco, and certain services that Mr. Keays thought were provided to Conoco, apparently were not so provided although monies were paid to Eco Edge Armoring, LLC by Conoco as to same (with certain monies paid to co-defendant Wright).

It is Mr. Keays's position that neither he nor Eco Edge Armoring, LLC engaged in any criminal conduct as to such failures, and such failures were due to the criminal conduct of the codefendant Wright, who in fact was an employee of Conoco.

Accordingly Mr. Keays and Eco Edge Armoring, LLC have been working to facilitate funds being recovered by Conoco as to same, including certain agreements of record in the civil matter, and further certain communications with Mr. Lamb, by which monies were seized and/or removed from certain bank accounts and further certain real and personal property was liquidated, i.e. real property in whole or in part that was obtained with some of the proceeds of the monies that had been paid by Conoco.

In cooperating in that regard, Mr. Keays continued to maintain his position as set out concerning no criminal conduct or culpability by himself or Eco Edge Armoring, LLC.

Further, Mr. Keays and Eco Edge Armoring, LLC, through counsel, have exercised and are exercising all rights regarding attempts to settle the civil matter

in a protected and privileged manner via communications between Mr. Weidner and Mr. Lamb, said communications in turn reviewed by other counsel for Conoco.

In the course of the referenced Rule 11 discussions, that is the privileged and protected Rule 11 discussions, counsel for the Government has been advised by Mr. Weidner of his intentions to try to negotiate such a settlement in the civil matter, as well as a Rule 11 resolution.

The law is clear as to the protected and privileged nature of such Rule 11 discussions, as well as the right of a civil defendant to seek to negotiate a settlement with certain similar protections and privileges.

The negotiations between Mr. Weidner and Mr. Lamb have now reached a proposed settlement, i.e., an agreement between the Conoco Plaintiffs and Mr. Keays and Eco Edge Armoring, LLC.

That settlement was referenced in the notice filed at Docket 78 and the notice filed in the civil case at Docket 104.

The settlement contemplates the payment of \$250,000 from the proceeds of Mr. Keays's liquidated retirement account, said retirement account existing as a result of his employment as an Anchorage Police Department Officer.

Although Mr. Keays was a devoted APD officer for many years, he has been terminated from his position with APD due to the allegations the subject of the criminal Indictment, and that termination is still being contested.

The check that was the subject of the notices has been delivered to Mr. Weidner and, as set out in the Notice, is being held in his office for safekeeping. It is Mr. Keays's intention to negotiate that check if allowed, with the proceeds to be placed in Mr. Weidner's trust account, with the proceeds to in turn be distributed as stated in the Notice and agreed between Mr. Keays's and Eco Edge Armoring, LLC's counsel.

Since the referenced proceeds from the check in no way derive from or are connected to the activity the subject of the Indictment, there should be no impediment to doing so notwithstanding any Court Orders that may exist in the criminal or civil matter.

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However to achieve total transparency, the referenced notices were filed in the criminal and civil matters to provide the Court in the criminal matter and/or the Court in the civil matter, and the Government in the criminal matter, the opportunity to object prior to the check being negotiated into Mr. Weidner's trust account and the referenced distributions.

In light of the Court's order at docket 83 in the criminal matter and the Government's response/objection at Docket 82 in the criminal matter, as noted, formal motions will be forthcoming with due diligence to clarify the situation.

It remains the position of Mr. Weidner that Mr. Keays has preserved and asserted all of his rights in the criminal case, and has not made and is not making any concessions or admissions of criminal culpability, nor any waivers of rights and he is asserting and preserving same, and he has full rights regarding any Rule 11 communications and evidentiary exclusions.

Concurrently it is Mr. Weidner's position, that as with any civil defendant, Mr. Keays and Eco Edge Armoring, LLC have a right to engage in protected and privileged attempts to settle, including appropriate settlement communications and actual civil settlement, with similar privileges and evidentiary exclusions.

None of those rights or privileges have been waived and all are asserted and preserved.

It is further the position of Mr. Weidner on behalf of Mr. Keays and Eco Edge Armoring, LLC that any issues regarding attempted evidentiary use of the referenced settlement communications or the settlement would have to be handled in the normal course of litigation given the law.

Moreover, it is the position of Mr. Weidner on behalf of Mr. Keays and Eco Edge Armoring, LLC that since the referenced proceeds in question from the check were not and are connected to, or derived from, any of the activity the subject of the Indictment or civil complaint, that there should be no restriction on the use of the funds as proposed.

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Note that this pleading is also being served on Mr. Lamb to facilitate communication.

Note further that after the settlement was agreed to and the check was received and the notices filed, Mr. Weidner became aware via email on September 30, 2021, from Mr. Keays [with no waiver of the attorney-client privilege thereto, as to an email Mr. Keays received from Ms. Erwin on September 30, 2021] that Mrs. Keays had filed for a divorce against Mr. Keays through Robeta Erwin, with the attendant effect and issues presented by a standing Alaska Superior Court Order as to assets of a marriage regarding divorce matters which will have to be addressed concerning actual use of the funds.

Note further however, that the check being held by Mr. Weidner will expire 6 months from issuance, i.e., early November, and accordingly, Mr. Weidner is going to seek to obtain an agreement that the check may be deposited into Mr. Weidner's trust account, sufficiently in time before then, to allow it to clear.

Counsel for the Government will be asked to so agree and/or Ms. Erwin will likewise be asked to agree on behalf of her client to same, as well as to the use for the funds as stated, or at a minimum the check being deposited to Mr. Weidner's trust account. Mr. Weidner does not represent Mr. Keays in the divorce matter but it may be necessary for Mr. Keays to file pro se or through other counsel or through Mr. Weidner as a friend of the divorce court, a motion seeking appropriate relief.

Note that a copy of this pleading is being filed in the civil action so that Judge Gleason is likewise fully advised and informed.

Both Mr. Lamb and Ms. Erwin are also being served. After Mr. Weidner received notice of Ms. Erwin's letter to Mr. Keays, he attempted to communicate with Ms. Erwin last week, and first spoke with her today and indicated it was his position on behalf of Mr. Keays that the settlement should go forward. It appears that Ms. Erwin filed an objection to the notice file by Mr. Weidner in the civil matter. See, **Exhibit B**. Mr. Weidner is waiting for the communications from Ms. Erwin as to how her client wishes to proceed. Mr. Keays remains willing, through

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Mr. Weidner, to consummate the settlement as agreed and has so informed Mr. Lamb. As noted, this pleading is being filed in the civil matter before Judge Gleason. It is also being served on Mr. Lamb and Ms. Erwin as well as those counsel listed in Ms. Irwin's certificate of service.

Mr. Weidner's email to Ms. Erwin is enclosed as **Exhibit C**. Mr. Weidner's office transmitted the Court's order at Docket 83, as well as Dockets 78, 82 in this matter, and the civil docket pleading at Docket 104, to Mr. Lamb and Ms. Erwin. See, Exhibit C.

RESPECTFULLY submitted this 4th day of October 2021.

WEIDNER & ASSOCIATES
Attorneys for Keays Defendant

By: s/ Phillip Paul Weidner
Phillip Paul Weidner
ABA No. 7305032

CERTIFICATE OF SERVICE

I hereby certify that on October 4, 2021, a copy of the foregoing was served electronically on the parties entered in this matter.

s/ Phillip Paul Weidner

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Phillipweidner@weidnerjustice.com
lrosano@weidnerjustice.com
Attorneys for Keays/Eco Edge Armoring, LLC., Defendants

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

CONOCOPHILLILPS ALASKA, INC.,)

Plaintiff,)

v.)

FORREST WRIGHT; AMANDA WRIGHT;)
NATHAN KEAYS; KELLY KEAYS; ECO)
EDGE ARMORING, LLC; DAVID)
BENEFIELD; WRIGHT CAPTIAL)
INVESTMENTS, LLC; And DB OILFIELD)
SUPPORT SERVICES,)

Defendant.)

Case No. 3:19-CV-00311-SLG

CONOCOPHILLILPS ALASKA, INC.,)

Plaintiff,)

v.)

FORREST WRIGHT; AMANDA WRIGHT;)
DAVID BENEFIELD; WRIGHT CAPITAL)
INVESTMENTS, LLC; and BD OILFIELD)
SUPPORT SERVICES,)

Defendant.)

Case No. 3:20-CV-00072-TMB

**NOTICE TO COURT OF SETTLEMENT AND INTENTION BY COUNSEL
FOR NATHAN KEAYS AND ECO EDGE ARMORING, LLC., TO
NEGOTIATE CHECK FROM LIQUIDATION OF NATHAN KEAYS'
RETIREMENT ACCOUNT TO PERFORM AS TO SAID SETTLEMENT**

COME NOW Defendants Nathan Keays and Eco Edge Armoring, LLC., by and through Counsel, in the instant civil action before Judge Gleason, that is, the consolidated civil actions styled: *CPAI v. Wright, et. al.*, Case No. 3:19-CV-00311-SLG, and 3:20-CV-00072-TMB, with a related criminal action before Judge Burgess styled: *U.S. v. Nathan Keays*, Case No. 3:20-cr-00085-TMB-DMS, and hereby respectfully gives notice that it is the intention of Mr. Weidner, Mr. Keays' Counsel in all said matters, to have Mr. Keays negotiate a certain check in the amount of \$272,941.52 which is from a liquidation of Mr. Keays' retirement account, and deposit said check into Mr. Weidner's trust account to in turn pay \$250,000 to the Plaintiffs in the civil action, to perform as to the settlement with a balance of \$22,941.52 being utilized for attorney's fees to Weidner & Associates, A Professional Corporation for representation of Mr. Keays.

This Notice is given on the grounds and for the reasons that in the civil matters, Mr. Keays and Eco Edge Armoring, LLC., and the ConocoPhillips Alaska, Inc., Plaintiff(s), have reached a written settlement agreement, as to said civil matters, which has been duly signed by the respective parties, which contemplates payment of the \$250,000 from said proceeds, and \$22,941.52 from the proceeds towards attorney's fees, and it is anticipated that in due course, Mr. Lamb, Attorney for the ConocoPhillips Alaska, Inc., Plaintiff(s) in the civil matter(s) will be filing an appropriate Stipulation for Dismissal of Nathan Keays (and Eco Edge Armoring,

LLC.), with prejudice as well as a [Proposed] Order Dismissing Defendant Nathan Keays (and Eco Edge Armoring, LLC.), i.e. dismissing the civil case with prejudice as to those Defendants, pursuant to said Settlement Agreement and payment of the \$250,000 as set out. By entering into the Settlement Agreement and making payment and providing this Notice, Mr. Keays and/or Eco Edge Armoring, LLC., do not concede nor make any admissions as to any civil or criminal culpability or liability, and do not waive any rights or privileges under the U.S. and Alaska Constitutions. Mr. Keays is doing so merely in a privileged and protected effort to resolve the referenced civil litigation.

This Notice is filed in both the civil and criminal matters, in light of the Court Order(s) of record, restricting to some extent Mr. Keays from liquidation and/or distribution of assets.

It is the intention of Mr. Weidner to proceed to have Mr. Keays endorse said check for deposit into Weidner & Associates' trust account and make the referenced distributions within ten (10) days of this Notice unless an objection is received by the U.S. Attorney's Office and/or an Order from the Court in the civil or criminal matter(s) indicating some obstacle as to same. It is further understood that once said payment is made, Mr. Lamb will file an appropriate pleading as noted, and in the interim, Mr. Lamb is filing a notice with the Court of an agreement as to this procedure.

RESPECTFULLY submitted this 24th day of September 2021.

WEIDNER & ASSOCIATES
Attorneys for Keays Defendants

By: s/ Phillip Paul Weidner
Phillip Paul Weidner
ABA No. 7305032

CERTIFICATE OF SERVICE

I hereby certify that on September 24th, 2021, a copy of the foregoing was served electronically on the parties entered in this matter.

s/ Phillip Paul Weidner

Lisa Rosano

From: Brittany Watson <blwatson.palmiererwin@alaska.net>
Sent: Monday, October 4, 2021 1:15 PM
To: dmm@delaneywiles.com; usdcuser@delaneywiles.com; jason@orglv.com; nikki@orglv.com; jeffrey@anchorlaw.com; sarah@anchorlaw.com; laura@anchorlaw.com; mnesbett@bhb.com; assistant@nesbetlaw.com; Lisa Rosano; phillipweidner@weidnerjustic.com; tj1@delaneywiles.com
Cc: rcerwin.palmiererwin@alaska.net
Subject: Kelly Keays filing, 3:19-cv-00311-SLG
Attachments: entry US District Court.pdf; objection to notice of liquidation of retirement.pdf

All,

Attached please find this office's Entry of Appearance and Kelly Keays' Objection to Notice to Court of Settlement and Intention by Counsel for Nathan Keays and Eco Edge Armoring, LLC., to Negotiate Check from Liquidation of Nathan Keays' Retirement Account to Perform as to Said Settlement.

Our office represents Kelly Keays in her divorce from Nathan Keays. Our office is not currently enrolled in CM/ECF and therefore are unable to file the documents via electronically filing. We are in the process of enrolling in CM/ECF. The originals are being filed with the US District Court today.

Thank you

Brittany Watson
Paralegal

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Fax: 907-278-5822

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

CONOCOPHILLIPS ALASKA, INC.,

Plaintiff,

vs.

FORREST WRIGHT; AMANDA WRIGHT;
NATHAN KEAYS; KELLY KEAYS; ECO
EDGE ARMORING, LLC; DAVID
BENEFIELD; WRIGHT CAPITAL
INVESTMENTS, LLC; and DB OILFIELD
SUPPORT SERVICES,

Defendant.

Case No. 3:19-CV-00311-SLG

CONOCOPHILLIPS ALASKA, INC.,

Plaintiff,

vs.

FORREST WRIGHT; AMANDA WRIGHT;
WRIGHT CAPITAL
INVESTMENTS, LLC; and BD OILFIELD
SUPPORT SERVICES,

Defendant.

Case No. 3:20-CV-00072-TMB

Case 3:19-cv-00311-SLG
Kelly Keays' Objection
Page 1 of 4

**KELLY KEAYS' OBJECTION TO NOTICE TO COURT OF
SETTLEMENT AND INTENTION BY COUNSEL FOR NATHAN KEAYS
AND EDO EDGE ARMORING, LLC. TO NEGOTIATE CHECK FROM
LIQUIDATION OF NATHAN KEAYS RETIREMENT ACCOUNT TO
PERFORM AS TO SAID SETTLEMENT**

COMES NOW defendant, KELLY KEAYS, by and through her counsel of, PALMIER ~ ERWIN, LLC, in the instant civil action before Judge Gleason, and hereby objects to the liquidation of Nathan Keays' retirement account and issuance of checks from said liquidation.

Kelly Keays has filed for divorce from Nathan Keays in the Superior Court in Anchorage under case number 3AN-21-7513 CI. In the divorce matter, is a Domestic Relations Initial Order & Order to File Financial Documents. Under said order, Mr. Keays cannot liquidate or dispose of a marital asset that is disputed. This includes Mr. Keays' retirement account. Ms. Keays' objects to the liquidation of Mr. Keays' retirement account. The account is subject to division in the parties' divorce case. The disposition of Mr. Keays' retirement needs to be resolved prior to it being liquidating. Therefore, Ms. Keays' requests a stay of the liquidation of his account until the issue is resolved in their divorce.

Ms. Keays is a named defendant in this matter. She has not been included by Mr. Keays in settlement negotiations. It is unknown if the agreement reached between the plaintiff and Mr. Keays absolves her of any prosecution.

Case 3:19-cv-00311-SLG
Kelly Keays' Objection
Page 2 of 4

DATED at Anchorage, Alaska this 4th day of October, 2021.

PALMIER ~ ERWIN, LLC
Attorneys for Kelly Keays

s/Roberta C. Erwin

ROBERTA C. ERWIN
ABA # 9411101

I HEREBY CERTIFY that this ____ day of October, 2021,
I served a copy of the foregoing document by email
upon

Donna Meyers, Esq.
dmm@delaneywiles.com
usdcuser@delaneywiles.com

Jason Mattson, Esq.
jason@orgtv.com
nikki@orgtv.com

Jeffrey Robinson, Esq.
jeffrey@anchorlaw.com
sarah@anchorlaw.com

Laura Dulic, Esq.
laura@anchorlaw.com
sarah@anchorlaw.com

Michelle Nesbett, Esq.
mnesbett@bbb.com
assistant@nesbetlaw.com

Phillip Weidner, Esq.
krossno@weidnerjustice.com
phillipweidner@weidnerjustice.com

Timothy Lamb, Esq.
tjl@delaneywiles.com
usdcuser@delaneywiles.com

and by US Mail on:

David Benefield
14829 E. 253rd St S
Webbers Falls, OK 74470

Case 3:19-cv-00311-SLG
Kelly Keays' Objection
Page 3 of 4

Robert Cassity
Holland & Hart
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134

PALMIER ~ ERWIN
By: s/Brittany Watson

Case 3:19-cv-00311-SLG
Kelly Keays' Objection
Page 4 of 4

Case 3:19-cv-00311-SLG Document 117-1 Filed 12/10/21 Page 24 of 47

18 of 28

Exhibit I

24/47

ENTRY OF APPEARANCE

COMES NOW, PALMIER ~ ERWIN, LLC, and enters its appearance
as attorneys of record for defendant, KELLY KEAYS, in the above-entitled case, and
requests that copies of all pleadings filed in this action be mailed to this office at 429
L Street, Anchorage, Alaska 99501.

DATED at Anchorage, Alaska this 4th day of October, 2021.

PALMIER ~ ERWIN, LLC
Attorneys for Kelly Keays

s/Roberta C. Erwin

ROBERTA C. ERWIN
ABA # 9411101

I HEREBY CERTIFY that this ____ day of October, 2021,
I served a copy of the foregoing document by email
upon

Donna Meyers, Esq.
dmm@delaneywiles.com
usdcuser@delaneywiles.com

Jason Mattson, Esq.
jason@orgiv.com
nikki@orgiv.com

Jeffrey Robinson, Esq.
jeffrey@anchorlaw.com
sarah@anchorlaw.com

Laura Dulic, Esq.
laura@anchorlaw.com
sarah@anchorlaw.com

Michelle Nesbett, Esq.
mnesbett@bbb.com
assistant@nesbetlaw.com

Phillip Weidner, Esq.
rosano@weidnerjustice.com
phillipweidner@weidnerjustice.com

Timothy Lamb, Esq.

til@delaneywiles.com
usdcuser@delaneywiles.com

and by US Mail on:

David Benefield
14829 E. 253rd St S
Webbers Falls, OK 74470

Robert Cassity
Holland & Hart
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134

PALMIER ~ ERWIN
By: s/Brittany Watson

Lisa Rosano

From: Phillip Paul Weidner <phillippauw@gmail.com>
Sent: Monday, October 4, 2021 4:33 PM
To: Robera C. Erwin
Cc: Timothy J. Lamb; Lisa Rosano; Michelle Berns; Paula M. Maughan; Phillip Weidner
Subject: Keays Conoco

Dear Ms. Erwin.

As you know I represent Mr. Keyes in both the pending criminal and civil matters in the US District Court.

As you also know I learned late last week that you had apparently filed a divorce action on behalf of Mr. Keyes's wife Mrs. Keays and you had served him Mr. Keays with a letter relating to same.

I understand you also served him with a copy of a standing order from the State Superior Court regarding marital assets.

Upon learning of your letter I attempted to call you but was not able to speak with you until this morning.

As we discussed this AM and as reflected by the record in the US District Court criminal matter and the civil matter I had filed appropriate notices in the US District Court in both the criminal and civil matter concerning final performance re the civil settlement agreed to and reached with Tim Lamb on behalf of Conoco and I acting on behalf of Eco Edge Armoring LLC and Nathan Keays.

I reached such settlement and agreement with Mr. Lamb acting on behalf of Conoco and as noted I on behalf of Mr. Keays and Eco Edge.

That settlement was agreed to before the filing of the divorce action.

The notices were filed with the criminal and civil courts to alert them and the US Attorneys office as to same and my intentions pursuant to Mr. Keyes instructions to perform as to the proceeds of the check from Mr. Keays retirement account liquidation; said liquidation/ check occurring I believe prior to the divorce filing.

In light of the notices Judge Burgess issued an order and the government filed an opposition in the criminal matter.

I informed you of same and also that I am preparing for filing either today or tomorrow appropriate documents in both the criminal and civil matter relating to these issues.

I CCed Mr. Lamb again today with my notices as well as with the judges order and the government opposition.

I will shortly do likewise as to you.

I asked you on behalf of Mrs. Keays to agree to the consummation of the settlement. I understood you would be conferring with her and getting back to me though I now see that you have filed in the civil matter an objection.

In any event it Mr. Keays' position that the settlement should in fact be consummated forthwith with Ms. Keays' non objection and the distributions as set out in the notices

That is it is Mr. Keyes position and the position of Eco Edge that in accord with the notices the settlement should be consummated forthwith.

I understand that Mrs. Keays who was also a Defendant in the Civil matter negotiated and consummated a settlement with the Conoco Plaintiffs as to her civil exposure using marital assets to do so.

As noted I had asked you to confer with Mrs. Keays and obtain her agreement to such settlement on behalf of Mr. Keays and the manner of consummating same as set out in the notices and I again do so.

Thus I am waiting to hear from you on behalf of Mrs. Keays if she will agree to the consummation of the referenced settlement on behalf of Mr. Keays in the manner set out in the notices.

I am CCing Mr. Lamb with this communication.

Yours, Phillip Paul Weidner.

Sent from my iPhone

Lisa Rosano

From: Phillip Paul Weidner <phillippaulw@gmail.com>
Sent: Monday, October 4, 2021 4:37 PM
To: Robera C. Erwin
Cc: Timothy J. Lamb; Lisa Rosano; Michelle Berns; Phillip Weidner
Subject: Fwd: Keays, Criminal matter, Doc. 78, 82, 104
Attachments: Doc. 78.pdf; Doc. 82.pdf; Doc. 104.pdf

Sent from my iPhone

Begin forwarded message:

From: Lisa Rosano <lrosano@weidnerjustice.com>
Date: October 4, 2021 at 3:45:20 PM AKDT
To: "Timothy J. Lamb" <tjl@delaneywiles.com>, Phillip Paul Weidner <phillippaulw@gmail.com>
Cc: Michelle Berns <mberns@weidnerjustice.com>
Subject: Keays, Criminal matter, Doc. 78, 82, 104

Tim,

Dockets 78, 82, and 104 enclosed.

Lisa

Lisa Rosano
Attorney
Phillip Paul Weidner & Associates, APC
431 West 7th Avenue, Suite 101
Anchorage, Alaska 99501
www.weidnerjustice.com
Tel. (907) 276-1200
Fax (907) 278-6571

Notice: This email message and all attachments transmitted with it may contain legally privileged and confidential information intended solely for the use of the addressee. If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by telephone (907-276-1200) or by email, and delete this message and all copies and backups thereof. Thank you.

Case 3:19-cv-00311-SLG Document 117-1 Filed 12/10/21 Page 30 of 47
Exhibit I

Lisa Rosano

From: Phillip Paul Weidner <phillippaulw@gmail.com>
Sent: Monday, October 4, 2021 4:38 PM
To: Robera C. Erwin
Cc: Timothy J. Lamb; Lisa Rosano; Michelle Berns; Paula M. Maughan; Phillip Weidner
Subject: Fwd: Activity in Case 3:20-cr-00085-TMB-MMS USA v. Wright et al Order

Sent from my iPhone

Begin forwarded message:

From: Lisa Rosano <lrosano@weidnerjustice.com>
Date: October 4, 2021 at 3:39:55 PM AKDT
To: "Timothy J. Lamb" <tjl@delaneywiles.com>, Phillip Paul Weidner <phillippaulw@gmail.com>
Cc: Michelle Berns <mberns@weidnerjustice.com>
Subject: FW: Activity in Case 3:20-cr-00085-TMB-MMS USA v. Wright et al Order

From: cmecfmail@akd.uscourts.gov <cmecfmail@akd.uscourts.gov>
Sent: Monday, October 4, 2021 1:31 PM
To: cmecfmail@akd.uscourts.gov
Subject: Activity in Case 3:20-cr-00085-TMB-MMS USA v. Wright et al Order

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.

NOTE TO PUBLIC ACCESS USERS Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.

U.S. District Court

United States District Court for the District of Alaska

Notice of Electronic Filing

The following transaction was entered on 10/4/2021 at 1:30 PM ADT and filed on 10/4/2021

Case Name: USA v. Wright et al
Case Number: 3:20-cr-00085-TMB-MMS
Filer:
Document Number: 83(No document attached)

Case 3:20-cr-00085-TMB-MMS Document 83-1 Filed 10/04/21 Page 1 of 1
Case 3:19-cv-00311-SLG Document 117-1 Filed 12/10/21 Page 31 of 47

TMB TEXT ORDER: In light of the Governments [82] Memorandum in Opposition, the defendants requests as stated in the [78] Notice are DENIED without prejudice. If Defendant desires to properly bring his request before the Court, he shall submit a Motion with cites to supporting authority, and the Government shall have the opportunity to respond after which the Court may set a hearing on the motion. (NMG, CHAMBERS STAFF)

3:20-cr-00085-TMB-MMS-2 Notice has been electronically mailed to:

Charisse Marie Arce Charisse.Arce@usdoj.gov, caseview.ecf@usdoj.gov,
dawn.shewmaker@usdoj.gov, DSheemaker@usa.doi.gov, lbbv.anderson@usdoj.gov,
stephanie.chapman2@usdoj.gov, usaak.ecf@usdoj.gov

Jane Imholte Jane.Imholte@fd.org, akx.ecf@fd.org, nesthyme_barcelona@fd.org

Michael James Heyman michael.heyman@usdoj.gov, caseview.ecf@usdoj.gov,
dawn.shewmaker@usdoj.gov, dominic.ramsden@usdoj.gov, pa.lee@usdoj.gov, usaak.ecf@usdoj.gov

Phillip Paul Weldner irosano@weldnerjustice.com, dthurmond@weldnerjustice.com,
mberns@weldnerjustice.com, mcohn@weldnerjustice.com, phillipweldner@weldnerjustice.com,
pmaughan@weldnerjustice.com

3:20-cr-00085-TMB-MMS-2 Notice has been delivered by other means to:

Michelle Berns

From: cmecfmail@akd.uscourts.gov
Sent: Monday, October 4, 2021 5:31 PM
To: cmecfmail@akd.uscourts.gov
Subject: Activity in Case 3:19-cv-00311-SLG ConocoPhillips Alaska, Inc. v. Wright et al Notice (Other)

This is an automatic e-mail message generated by the CM/ECF system. Please **DO NOT RESPOND** to this e-mail because the mail box is unattended.

*****NOTE TO PUBLIC ACCESS USERS***** Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.

U.S. District Court

United States District Court for the District of Alaska

Notice of Electronic Filing

The following transaction was entered by Weidner, Phillip on 10/4/2021 at 5:30 PM ADT and filed on 10/4/2021

Case Name: ConocoPhillips Alaska, Inc. v. Wright et al

Case Number: 3:19-cv-00311-SLG

Filer: Nathan Keays

Document Number: 111

Docket Text:

NOTICE by Nathan Keays (Attachments: # (1) Exhibit)(Weidner, Phillip)

3:19-cv-00311-SLG Notice has been electronically mailed to:

Donna M. Meyers dmm@delaneywiles.com, dml@delaneywiles.com, usdcuser@delaneywiles.com

Jason Michael Mattson jason@orglv.com, nikki@orglv.com

Jeffrey William Robinson jeffrey@anchorlaw.com, heidi@anchorlaw.com, sarah@anchorlaw.com

Laura Dulic laura@anchorlaw.com, sarah@anchorlaw.com

Michelle Nesbett mnesbett@bhb.com, assistant@nesbettlaw.com, cchong@bhb.com

Phillip Paul Weidner irosano@weidnerjustice.com, dthurmond@weidnerjustice.com, mberns@weidnerjustice.com, mcohn@weidnerjustice.com, phillipweidner@weidnerjustice.com, pmaughan@weidnerjustice.com

Timothy Joseph Lamb tj@delaneywiles.com, arb@delaneywiles.com, usdcuser@delaneywiles.com

Exhibit A

27 of 28

Exhibit I

33/47

3:19-cv-00311-SLG Notice has been delivered by other means to:

David Benefield(Terminated)
14829 E 253rd St S
Webbers Falls, OK 74470

Robert J Cassity
Holland & Hart LLP
9555 Hillwood Dr Fl 2
Las Vegas, NV 89134

Sydney Gambie
Holland & Hart
9555 Hillwood Drive, 2nd Flr.
Las Vegas, NV 89134

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1105331613 [Date=10/4/2021] [FileNumber=2242906-0
] [e29e8484791a464157128c1c0c66a741cdf9f136ac2ec0c8658c35650eb9e49af00
dd57a89a45b0327a4e858a0956b405108332dc57e8d4823604efcddcc22eb]]

Document description:Exhibit

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1105331613 [Date=10/4/2021] [FileNumber=2242906-1
] [1d37d5fd29de9bd043661d2bacae9aac61e51e47dc463717752feaff0e5567293aa
eb213a9e291bfd4c1e3545027e32fb2283d57d5dd3353e985df5e67e234e4]]

Exhibit A
28 of 28

Exhibit I
34/47

Exhibit I

35/47

Phillip Paul Weidner
WEIDNER & ASSOCIATES, APC
431 W. 7th Avenue, Suite 101
Anchorage, Alaska 99501
(907) 276-1200
Phillipweidner@weidnerjustice.com
lrosano@weidnerjustice.com
Attorneys for Keays Defendant

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	Case No. 3:20-cr-00085-TMB-DMS
)	
v.)	
)	
NATHAN MICHAEL KEAYS,)	
)	
Defendant.)	

**NOTICE TO COURT OF SETTLEMENT IN RELATED CIVIL MATTERS
AND INTENTION BY COUNSEL FOR NATHAN KEAYS AND ECO EDGE
ARMORING, LLC. TO NEGOTIATE CHECK FROM LIQUIDATION OF
NATHAN KEAYS' RETIREMENT ACCOUNT TO PERFORM AS TO SAID
SETTLEMENT**

COME NOW Defendant Nathan Keays, by and through Counsel, in the instant criminal action before Judge Burgess, that is, the matter styled: *U.S. v. Nathan Keays*, Case No. 3:20-cr-00085-TMB-DMS, with related consolidated civil actions before Judge Gleason styled: *CPAI v. Wright, et. al.*, Case No. 3:19-CV-00311-SLG, and 3:20-CV-00072-TMB, and hereby respectfully gives notice that a settlement has been reached in the related civil matter and it is the intention of Mr. Weidner, Mr. Keays' Counsel in all said matters, to have Mr. Keays negotiate a

certain check in the amount of \$272,941.52 which is from the liquidation of Mr. Keays' retirement account, and deposit said check into Mr. Weidner's trust account to in turn pay \$250,000 to the Plaintiffs in the civil action, to perform as to the settlement with a balance of \$22,941.52 being utilized for attorney's fees to Weidner & Associates, A Professional Corporation for representation of Mr. Keays.

This Notice is given on the grounds and for the reasons that in the civil matters, Mr. Keays and Eco Edge Armoring, LLC., and the ConocoPhillips Alaska, Inc., Plaintiff(s), have reached a written settlement agreement, which has been duly signed by the respective parties, which contemplates payment of the \$250,000 from said proceeds, and \$22,941.52 from the proceeds towards attorney's fees, and it is anticipated that in due course, Mr. Lamb, Attorney for the ConocoPhillips Alaska, Inc., Plaintiff(s) in the civil matter(s) will be filing an appropriate Stipulation for Dismissal of Nathan Keays (and Eco Edge Armoring, LLC.), with prejudice as well as a [Proposed] Order Dismissing Defendant Nathan Keays (and Eco Edge Armoring, LLC.), i.e. dismissing the civil case with prejudice as to those Defendants, pursuant to said Settlement Agreement and payment of the \$250,000 as set out. By entering into the civil Settlement Agreement and making payment and providing this Notice, Mr. Keays and/or Eco Edge Armoring, LLC., do not concede nor make any admissions as to any civil or criminal culpability or liability, and do not waive any rights or privileges under the U.S. and Alaska Constitutions. Mr. Keays is doing so merely in a privileged and protected effort to resolve the referenced civil litigation.

This Notice is filed in both the civil and criminal matters, in light of the Court Order(s) of record, restricting to some extent Mr. Keays from liquidation and/or distribution of assets.

It is the intention of Mr. Weidner to proceed to have Mr. Keays endorse said check for deposit into Weidner & Associates' trust account and make the referenced distributions within ten (10) days of this Notice unless an objection is received by the U.S. Attorney's Office and/or an Order from the Court in the civil or criminal matter(s) indicating some obstacle as to same. It is further understood that once said payment is made, Mr. Lamb will file an appropriate pleading in the civil case as noted, and in the interim, Mr. Lamb is filing a notice with the Court in the civil case of an agreement as to this procedure.

RESPECTFULLY submitted this 24th day of September 2021.

WEIDNER & ASSOCIATES
Attorneys for Keays Defendant

By: s/Phillip Paul Weidner
Phillip Paul Weidner
ABA No. 7305032

CERTIFICATE OF SERVICE

I hereby certify that on September 24th, 2021, a copy of the foregoing was served electronically on the parties entered in this matter.

s/ Phillip Paul Weidner

Exhibit I

39/47

Roberta C. Erwin
Palmier~Erwin, LLC
429 L Street
Anchorage, Alaska 99501
(907) 279-8522
Rcerwin.palmiererwin@alaska.net
Blwatson.palmiererwin@alaska.net

RECEIVED

OCT 05 2021

CLERK, U.S. DISTRICT COURT
ANCHORAGE, AK

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ALASKA

CONOCOPHILLIPS ALASKA, INC.,

Plaintiff,

vs.

FORREST WRIGHT; AMANDA WRIGHT;
NATHAN KEAYS; KELLY KEAYS; ECO
EDGE ARMORING, LLC; DAVID
BENEFIELD; WRIGHT CAPTIAL
INVESTMENTS, LLC; and DB OILFIELD
SUPPORT SERVICES,

Defendant.

CONOCOPHILLIPS ALASKA, INC.,

Plaintiff,

vs.

FORREST WRIGHT; AMANDA WRIGHT;
WRIGHT CAPTIAL
INVESTMENTS, LLC; and BD OILFIELD
SUPPORT SERVICES,

Defendant.

Case No. 3:19-CV-00311-SLG

Case No. 3:20-CV-00072-TMB

Case 3:19-cv-00311-SLG
Kelly Keays' Objection
Page 1 of 4

Exhibit C
Case 3:19-cv-00311-SLG Document 113 Filed 10/06/21 Page 1 of 4 Exhibit I
1 of 4 40/47

Case 3:19-cv-00311-SLG Document 117-1 Filed 12/10/21 Page 40 of 47

**KELLY KEAYS' OBJECTION TO NOTICE TO COURT OF
SETTLEMENT AND INTENTION BY COUNSEL FOR NATHAN KEAYS
AND EDO EDGE ARMORING, LLC., TO NEGOTIATE CHECK FROM
LIQUIDATION OF NATHAN KEAYS RETIREMENT ACCOUNT TO
PERFORM AS TO SAID SETTLEMENT**

COMES NOW defendant, KELLY KEAYS, by an through her counsel of, PALMIER ~ ERWIN, LLC, in the instant civil action before Judge Gleason, and hereby objects to the liquidation of Nathan Keays' retirement account and issuance of checks from said liquidation.

Kelly Keays has filed for divorce from Nathan Keays in the Superior Court in Anchorage under case number 3AN-21-7513 CI. In the divorce matter, is a Domestic Relations Initial Order & Order to File Financial Documents. Under said order, Mr. Keays cannot liquidate or dispose of a marital asset that is disputed. This includes Mr. Keays' retirement account. Ms. Keays' objects to the liquidation of Mr. Keays' retirement account. The account is subject to division in the parties' divorce case. The disposition of Mr. Keays' retirement needs to be resolved prior to it being liquidating. Therefore, Ms. Keays' requests a stay of the liquidation of his account until the issue is resolved in their divorce.

Ms. Keays is a named defendant in this matter. She has not been included by Mr. Keays in settlement negotiations. It is unknown if the agreement reached between the plaintiff and Mr. Keays absolves her of any prosecution.

Case 3:19-cv-00311-SLG
Kelly Keays' Objection
Page 2 of 4

DATED at Anchorage, Alaska this 4th day of October, 2021.

PALMIER ~ ERWIN, LLC
Attorneys for Kelly Keays

s/Roberta C. Erwin

ROBERTA C. ERWIN
ABA # 9411101

I HEREBY CERTIFY that this 4 day of October, 2021,
I served a copy of the foregoing document by email
upon

Donna Meyers, Esq.
dmm@delaneywiles.com
usdcuser@delaneywiles.com

Jason Mattson, Esq.
jason@orglv.com
nikki@orglv.com

Jeffrey Robinson, Esq.
jeffrey@anchorlaw.com
sarah@anchorlaw.com

Laura Dulic, Esq.
laura@anchorlaw.com
sarah@anchorlaw.com

Michelle Nesbett, Esq.
mnesbett@bhb.com
assistant@nesbetlaw.com

Phillip Weidner, Esq.
lrosano@weidnerjustice.com
phillipweidner@weidnerjustic.com

Timothy Lamb, Esq.
tjl@delaneywiles.com
usdcuser@delaneywiles.com

and by US Mail on:

David Benefield
14829 E. 253rd St S
Webbers Falls, OK 74470

Case 3:19-cv-00311-SLG
Kelly Keays' Objection
Page 3 of 4

Robert Cassity
Holland & Hart
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134

PALMIER ~ ERWIN
By: s/Brittany Watson

Case 3:19-cv-00311-SLG
Kelly Keays' Objection
Page 4 of 4

Exhibit I

Michelle Berns

From: Nathan Keays <nkeays15@hotmail.com>
Sent: Friday, October 15, 2021 12:57 PM
To: Phillip Weidner
Cc: Phillip Weidner; Michelle Berns; Lisa Rosano
Subject: Re: Keays

Phill, here is the information per our phone conversation.

So on the retirement account there is 2 options.

Cash out, they will take 20% and the buy out would be approx \$90,887

The other option which is typically seen in divorce is called "Quadro", where they change the name on the account and she would keep the entire \$112,208 and no one would be hit with taxes. She would basically take over the 457 account. She could always cash it out herself later.

Thanks, Nate

Sent from my iPhone

On Oct 15, 2021, at 11:35, Phillip Weidner <phillippaulw@me.com> wrote:

Sent from my iPhone

Begin forwarded message:

From: Phillip Weidner <phillippaulw@me.com>
Date: October 15, 2021 at 11:34:59 AM AKDT
To: "Roberta C. Erwin" <racerwin.palmiererwin@alaska.net>
Cc: Lisa Rosano <lrosano@weidnerjustice.com>, Michelle Berns <mberns@weidnerjustice.com>, Phillip Weidner <phillippaulw@gmail.com>
Subject: Keays

Roberta.

Good Friday morning again.

Once more I hope and trust you are doing as well as possible.

This is a protected Settlement Communication.

I have spoken with Nathan and he has apparently spoken with his wife and she is in agreement as to the proceeds from the one retirement account being utilized to satisfy his obligations with his settlement with Conoco as set out in the notices I filed with the court.

I understand she has emailed your office asking you to write up an agreement to that effect concurrent with an agreement that as to distribution of marital assets she will receive the equity in the home her car(s) the furniture and other personal belongings of hers as well as her full retirement fund which I believe is at 401 K.

Exhibit D

1 of 3

Exhibit I

45/47

WITHOUT ANY WAIVER OF THE ATTORNEY-CLIENT PRIVILEGE

Nathan will agree that as to the proceeds of his remaining retirement account which has a gross balance of approximately \$100,000 that the net proceeds after administrative liquidation charges and costs and taxes will be given to her.

Issues regarding custody and child support will have to be the subject of further negotiation and or litigation.

I am not representing Mr. Keays in the actual divorce action.

He seek other counsel and or proceed pro se.

However I do have authority to agree as out above regarding marital assets and Mrs. Keys withdrawing her objection and agreeing to Nathan performing as to the Conoco Settlement as set out in the notices filed with the US District Court in the civil and criminal matters.

I would appreciate it if we could reach such an agreement in writing as soon as possible so I can proceed to file appropriate motions in the US District Court in the civil and criminal cases for Mr. Keays to so perform.

Once again if you are able I would appreciate it if you would call me. Yours, Phillip Paul
Sent from my iPhone

Exhibit D

2 of 3

Exhibit I

46/47

09:20

100%

AA  retire.empower-retirement.com 



[Home](#) / [Account](#) / [Account Overview](#)

Account overview

BALANCE

\$ 112,208.76

[View details](#)

ANNUALIZED RATE OF RETURN

13.85% 10/13/2018 - 10/13/2021

[View details](#)

TOP INVESTMENTS

[View details](#)



Exhibit I

47/47